

1 AMAR L. THAKUR, CAL. BAR NO. 194025
JON E. MAKI, CAL. BAR NO. 199958
2 NICOLE M. LEE, CAL. BAR NO. 222344
CRYSTINA COATS, CAL BAR NO. 234301
3 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
4 Including Professional Corporations
12275 El Camino Real, Suite 200
5 San Diego, California 92130
Telephone: 858-720-8900
6 Facsimile: 858-509-3691
Email: athakur@sheppardmullin.com
7 jmaki@sheppardmullin.com
nlee@sheppardmullin.com
8 ccoats@sheppardmullin.com

9 Attorneys for Plaintiff and Counterdefendant
Bridgepoint Education, Inc.

11 UNITED STATES DISTRICT COURT
12 SOUTHERN DISTRICT OF CALIFORNIA
13

14 BRIDGEPOINT EDUCATION, INC.,

15 Plaintiff,

16 v.

17 PROFESSIONAL CAREER
DEVELOPMENT INSTITUTE, LLC, and
18 DOES 1-10, inclusive,

19 Defendants.

20 PROFESSIONAL CAREER
DEVELOPMENT INSTITUTE, LLC,

21 Counterclaimant,

22 v.

23 BRIDGEPOINT EDUCATION, INC.,

24 Counterdefendant.
25
26
27
28

CASE NO. 07 CV 2222 IEG (BLM)

**JOINT MOTION FOR DISMISSAL OF
ACTION WITH PREJUDICE**

Honorable Irma E. Gonzalez
Courtroom 1

1 **JOINT MOTION FOR DISMISSAL WITH PREJUDICE**

2

3 WHEREAS, plaintiff and counterdefendant BRIDGEPOINT EDUCATION, INC.

4 (“BRIDGEPOINT”) and defendant and counterclaimant PROFESSIONAL CAREER

5 DEVELOPMENT INSTITUTE, LLC (“PCDI”), (the “PARTIES”) have entered into a Settlement

6 Agreement and Mutual Release (the “Agreement”) which resolves the claims and defenses that

7 were or could have been asserted in this action; and

8 WHEREAS, the PARTIES agree this Court has jurisdiction over the subject matter

9 of this action and over all PARTIES to this action and consent that the Magistrate Judge should

10 retain jurisdiction over the Agreement;

11 NOW THEREFORE, IT IS HEREBY STIPULATED AND RESPECTFULLY

12 REQUESTED BY ALL PARTIES TO THIS ACTION, THROUGH THEIR COUNSEL that this

13 Court enter an Order which provides for: 1) dismissal of this action with prejudice, with each

14 PARTY to bear its own respective costs and attorneys’ fees incurred in connection with this

15 action; and 2) retention of jurisdiction by the Magistrate Judge over the Agreement pursuant to the

16 Consent to Jurisdiction by a United States Magistrate Judge form signed by the PARTIES and

17 their counsel.

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2 IT IS SO STIPULATED.

3
4 DATED: September 10, 2008

5 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

6
7 By s/ Jon E. Maki
8 jmaki@sheppardmullin.com

9 AMAR L. THAKUR
10 JON E. MAKI
11 NICOLE M. LEE
12 CRYSTINA COATS

13 Attorneys for Plaintiff and Counterdefendant
14 BRIDGEPOINT EDUCATION, INC.

15 DATED: September 10, 2008

16 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

17 By s/ Sarah M. Shalf
18 shalf@bmelaw.com

19 JOHN E. FLOYD
20 SARAH M. SHALF

21 Attorneys for Defendant and Counterclaimant
22 PROFESSIONAL CAREER DEVELOPMENT
23 INSTITUTE, LLC
24
25
26
27
28